

OWSLEY COUNTY SCHOOLS
Booneville, Kentucky
CONTRACT RE-EMPLOYING SUPERINTENDENT

This CONTRACT, made and entered into this 30th day of April, 2015, by and between the BOARD OF EDUCATION OF OWSLEY COUNTY (hereinafter "BOARD"), and DR. TIMOTHY W. BOBROWSKI (hereinafter "SUPERINTENDENT"), and authorized by action at a lawful meeting of the BOARD held on the 14th day of April, 2015.

WITNESSETH:

NOW, THEREFORE, the BOARD and the SUPERINTENDENT, for the consideration herein specified, agree as follows:

IT IS AGREED:

1. **TERM OF EMPLOYMENT**

The SUPERINTENDENT is hereby re-hired for a term commencing on July 1, 2015, to June 30, 2019, as Superintendent for the Owsley County Schools, Booneville, Kentucky. The "Evergreen Clause" provision set out in KRS 160.350(4) shall apply to this CONTRACT such that the CONTRACT may annually be extended for one (1) additional year provided the BOARD takes such action by motion prior to June 30 of that year.

2. **CERTIFICATE**

The SUPERINTENDENT shall retain at all times during the term of this CONTRACT, a valid and appropriate certificate to act as Superintendent in accordance with the laws of the Commonwealth of Kentucky and as directed by the BOARD, and comply with KRS 160.350 and the Professional Code of Ethics for Kentucky school certified personnel as enacted by the Education Professional Standards Board.

3. **DUTIES**

The SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD. The SUPERINTENDENT shall be chief executive officer of the BOARD; shall be responsible for implementation of BOARD policies; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serve the School District; shall from time to time suggest policies and procedures deemed necessary for the well ordering of the School District, and in general perform all duties that are by law incident to the office of the SUPERINTENDENT and such other duties as may be prescribed by the BOARD from time to time. No policy or bylaw of the BOARD shall diminish the SUPERINTENDENT's legitimate power or authority as prescribed by the applicable laws of the Commonwealth of Kentucky. Moreover, all duties assigned to the SUPERINTENDENT by the BOARD shall be appropriate to and consistent with the professional role and responsibility of the SUPERINTENDENT. The BOARD, individually and collectively, shall promptly refer all criticisms, complaints, and suggestions called to its attention to the SUPERINTENDENT for study,

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recommendation, or appropriate action. The SUPERINTENDENT shall attend all BOARD meetings and all BOARD committee meetings unless excused for just cause or as otherwise permitted or made necessary as a matter of law.

4. **PROFESSIONAL GROWTH OF SUPERINTENDENT**

The BOARD encourages the continuing professional growth of the SUPERINTENDENT through:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations;
- B. seminars and courses offered by public or private educational institutions; and
- C. information meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his professional responsibilities for the School District.

In its encouragement, the BOARD shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters as set out above and shall pay for the necessary fees for travel and subsistence expenses or any other reasonable expenses that are incurred by the SUPERINTENDENT related to such professional growth activities.

5. **COMPENSATION**

The salary for serving as SUPERINTENDENT shall be not less than the salary schedule based upon rank and experience of a certified employee plus \$145/per contracted for days of service per school year. The salary shall be paid in monthly installments on the same dates administrators who work twelve (12) months are paid.

The BOARD, based upon its evaluation of the SUPERINTENDENT, may adjust the salary of the SUPERINTENDENT during the term of this CONTRACT, provided that in no event shall the SUPERINTENDENT be paid less than the salary specified above as calculated. Any such adjustment of salary made during the term of this CONTRACT shall be in the form of an amendment to this CONTRACT. Any said adjustment shall become part of this CONTRACT, but it shall not be deemed that the BOARD and the SUPERINTENDENT have entered into a new CONTRACT, nor shall it be deemed that the termination date of the existing CONTRACT has been extended. Although the SUPERINTENDENT's salary may be increased at the discretion of the BOARD, nevertheless, this provision shall not be construed as an expectation by the SUPERINTENDENT that any such increase will occur. Nevertheless, and in any event, irrespective of any merit based adjustment in the salary during the term of this CONTRACT, the SUPERINTENDENT shall receive an increase each year of this CONTRACT including the first year of the term of this CONTRACT by an amount at least equal to the greatest percentage increase received by any certified employee on any one rank and step of the district salary schedule.


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The BOARD shall evaluate and assess in writing the performance of the SUPERINTENDENT consistent with the present provisions of KRS 156.557 and any future amendment, including by regulations of the Kentucky Board of Education, relating to the evaluation of a superintendent during the term of this CONTRACT, including any extension pursuant to the Evergreen Clause referenced hereinabove. This evaluation and assessment shall be reasonably related to the position description of SUPERINTENDENT and the goals and objectives of the School District for the period in question. Absent a format otherwise required, the SUPERINTENDENT shall submit to the BOARD a recommended format for this written evaluation and assessment. The BOARD shall meet and discuss the evaluation format with the SUPERINTENDENT, attempting in good faith to agree on the development and adoption of a mutually agreeable evaluation format. The BOARD and the SUPERINTENDENT shall meet in closed executive session for the purpose of mutual evaluation of the performance of the BOARD and SUPERINTENDENT, prior to any public disclosure of the final evaluation.

6. **WORKING DAYS AND BENEFITS**

- A. It is understood and agreed that each school year, from July 1 through June 30 during the term of this CONTRACT and any extension thereof, shall consist of two hundred forty (240) working days leaving twenty (20) noncontract days each school year. Of the two hundred forty (240) working days, the SUPERINTENDENT shall be entitled to twenty (20) annual leave days with pay, with fourteen (14) of these days to be treated the same as is applicable to twelve (12) month certified administrators employed by the Owsley County Schools. The remaining six (6) days shall be available to be used as paid annual leave. Unused annual leave days may carry over during the term of this CONTRACT and any extension thereof. Upon the termination of this CONTRACT under any of the provisions of ¶10 below, any accumulated unused annual leave days shall be considered and counted as unused sick leave days. If the SUPERINTENDENT elects to be away from the job for ten (10) or more working days consecutively or for more than fifteen (15) working days in any school month, this shall be subject to BOARD approval.
- B. The SUPERINTENDENT shall be entitled to all of the benefits applicable to twelve (12) month administrative employees as are incident to their employment relationship with the Owsley County Schools, including, but not limited to, emergency leave, leave for jury duty, personal leave, and sick leave, benefits under the Kentucky Teachers' Retirement System, and other administrative certified employee benefits as provided for in board policy. However, the SUPERINTENDENT shall receive fourteen (14) days per year for illness, bereavement, or personal emergency. All days, or parts of the fourteen (14) days not used shall accumulate without limit, and shall be considered sick leave, subject to BOARD policies that apply to sick leave for other certified personnel.


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- C. Should any nontaxable fringe benefit provided to the SUPERINTENDENT pursuant to this CONTRACT become taxable to the SUPERINTENDENT during the term of the CONTRACT, the BOARD shall pay additional compensation to the SUPERINTENDENT at a rate that will maintain the SUPERINTENDENT'S level of compensation.

7. **OUTSIDE EXPENSES**

The SUPERINTENDENT may, with the express consent of the BOARD, serve as a consultant to other districts or educational agencies, or engage in writing and speaking activities, so long as such activities do not interfere with the SUPERINTENDENT'S duties to this School District and are of short duration.

If the SUPERINTENDENT is compensated for outside activities by an agency other than this BOARD, the time involved for such functions will be used as his leave pursuant to an appropriate Board policy, or as the use of an accumulated vacation day, if he does not then have appropriate leave time available, and this BOARD will not otherwise pay the SUPERINTENDENT'S salary or expenses for the activity.

8. **PROFESSIONAL LIABILITY**

The BOARD agrees the SUPERINTENDENT shall be a covered insured, in his official and individual capacity, under any and all liability insurance policies or insurance trust programs in which the School District is a participant, as to any and all demands, claims, suits, actions and legal proceedings brought against the SUPERINTENDENT, provided the incident arose while the SUPERINTENDENT was acting within the scope of his employment and excluding criminal litigation and intentional acts, to the extent liability coverage is within the authority of the BOARD to provide under State and Federal law.

9. **NOTICE**

Any notice or communication permitted or required under this CONTRACT shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the BOARD, address to:

Chairman, Board of Education
Owsley County Schools
Route 3, Box 340
Booneville, KY 41314-0340

If to the SUPERINTENDENT, address to:

Superintendent
Owsley County Schools
Route 3, Box 340
Booneville, KY 41314-0340

10. **TERMINATION OF EMPLOYMENT CONTRACT**

This CONTRACT may be terminated as per the Board's policy and under State statutory law and pertinent case decisions and shall also include the following:


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- PAGE 5 OF 6

T. Bob
TIMOTHY W. BOBROWSKI
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)
COUNTY OF Dawson) Sct.

April, 2015. Subscribed and sworn to before me by Timothy W. Bobrowski on this the 30th day of

My Commission expires: August 25, 2015

Jethy J. Neely
NOTARY PUBLIC

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